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9 EARTHBOUND FILMS, LLC

FILED
2012 JUL 10 PM 3:20
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES, CA

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 EARTHBOUND FILMS, LLC, a
13 Delaware limited liability company,

14 Applicant,

15 vs.

16 EURO TV SARL, a French limited
17 liability company,

18 Respondent.

Case No.: • 5932 R (MANx)
CV 12

NOTICE OF APPLICATION AND
APPLICATION TO CONFIRM
ARBITRATION AWARD AND FOR
ENTRY OF STIPULATED JUDGMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT

(Filed Concurrently with: (i) Declaration
of John M. Genga; (ii) Stipulation for
Entry of Judgment; and (iii) [Proposed]
Judgment)

[9 U.S.C. § 9]

DATE: August 13, 2012

TIME:

CTRM: [Judge _____]

21 TO ALL PARTIES AND THEIR ATTORNEYS:

22 PLEASE TAKE NOTICE that on August 13, 2012, at ____:____ or as soon
23 thereafter as the matter may be heard, in courtroom ____ of the above-entitled Court,
24 located at [312 North Spring Street] [255 East Temple Street], Los Angeles,
25 California 90012, applicant Earthbound Films, LLC ("Applicant" or "Earthbound")

1 will and does hereby apply for an order confirming the award issued on January 11,
 2 2012 in that certain arbitration conducted under the rules of the Independent Film &
 3 Television Alliance (“IFTA”) between Earthbound and Euro TV Sarl (“Euro TV”
 4 or “Respondent”) (the “Arbitration”). Earthbound so applies pursuant to 9 U.S.C. §
 5 9, as follows:

6 THE PARTIES

7 1. Earthbound is a limited liability company organized and existing under
 8 the laws of Delaware, with its principal place of business in Los Angeles County,
 9 California.

10 2. Euro TV is a limited liability company (“*société à responsabilité*
 11 *limitée*”) organized and existing under the laws of France, with its principal place of
 12 business at 24 Rue de Teheran, Paris 75008, France.

13 JURISDICTION and VENUE

14 3. This Court has subject matter jurisdiction of this summary proceeding
 15 pursuant to 28 U.S.C. § 1332(a)(2), in that the matter in controversy exceeds the
 16 sum of \$75,000, exclusive of interest and costs, and is between the citizen of a state
 17 of the United States and the subject of a foreign state.

18 4. This Court, situated in the state of California, has personal jurisdiction
 19 over Respondent pursuant to California Code of Civil Procedure (“CCP”) section
 20 410.10, U.S. Const. Amend. XIV and *Int’l Shoe Co. v. Washington*, 326 U.S. 310,
 21 316 (1945), as well as CCP § 410.40 and Section 11B of the parties’ written
 22 agreement dated as of May 21, 2010 (“Distribution Agreement”),¹ in which Euro
 23 TV contractually submitted to the exclusive jurisdiction of all courts located in Los
 24 Angeles, California.

25
 26 ¹ The Distribution Agreement appears as Exhibit 1 to the Declaration of John M.
 27 Genga (“Genga Dec.”) submitted concurrently herewith and in support hereof. All
 28 exhibit citations are to those attached to and authenticated in the Genga Dec., and
 are numbered to distinguish them from their own lettered exhibits.

1 5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a)(2), in
2 that the Arbitration that forms the entire basis for this proceeding took place in this
3 judicial district, and *id.* § 1391(a)(3), since Respondent is subject to personal
4 jurisdiction in this Court and no other appropriate district exists in which this matter
5 otherwise could be brought. Section 11B of the Distribution Agreement provides
6 for judicial enforcement of the Award exclusively in this judicial district.

7 EURO TV AGREES TO BE AND IS BOUND BY THE AWARD

8 6. Pursuant to the Distribution Agreement, Earthbound, owner of the
9 motion picture “Earthbound” (the “Picture”), licensed to Euro TV, in exchange for
10 payment by Euro TV in the minimum amount of \$1.3 million, the right to distribute
11 the Picture in certain specified media in France and other designated territories.
12 Dist. Agmt. §§ 1, 2, 5, 7 (Ex. 1 at 5-7).

13 7. Section 11B of the Agreement (*id.* at 9) provides that “any dispute
14 under this agreement, including, without limitation, any dispute relating to ... [Euro
15 TV]’s obligation to make any payment hereunder, ... shall be resolved by
16 mandatory binding arbitration under the Rules of International Arbitration of the
17 IFTA.” Earthbound initiated Arbitration thereunder after Euro TV made an initial
18 payment of \$260,000 but failed to pay the balance of \$1,040,000 when due or at
19 any time thereafter. Under the IFTA rules, the parties selected as arbitrator Michael
20 C. Donaldson, Esq. (the “Arbitrator”).

21 8. On October 7, 2011, the parties presented all their witnesses and
22 evidence to the Arbitrator at his law office in Beverly Hills, California. After post-
23 hearing briefing by both sides, the Arbitrator issued a written award to the parties
24 on January 11, 2012 (the “Award”), ordering Euro TV to pay Earthbound a total of
25 \$1,069,240.36 (including interest accrued as of that date), and declaring that all
26 rights to the Picture, in all territories specified in the Distribution Agreement,
27 “remain the property of Earthbound.” Award, Ex. 2 at 54:6-10.

1 9. The Arbitrator rendered his Award in accordance with the Distribution
2 Agreement as well as the IFTA rules and applicable laws of arbitration. Euro TV
3 has not sought to vacate, modify or “correct” the Award under the limited grounds,
4 or within the time limits, provided by the IFTA rules or the Federal Arbitration Act,
5 9 U.S.C. §§ 10-12. Nor has Euro TV paid any portion of the Award to date.

6 EURO TV STIPULATES TO ENTRY OF JUDGMENT AGAINST IT

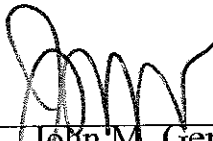
7 10. To facilitate payment of the Award, Earthbound offered, and Euro TV
8 accepted, a compromise (“Settlement”) by which Euro TV could pay off the Award
9 over time and for specified payments, in exchange for which Euro TV stipulated
10 that, if it defaulted on such payments, judgment could forthwith enter against it in
11 the full amount of the Award, plus interest, less such amounts, if any, already paid.
12 Ex. 3 § 2; Stip. to Enter Jgmt. ¶ 2. Euro TV failed to make the first (or any)
13 payment due under the Settlement, constituting an event of default, making the full
14 amount of the Award immediately due and payable and authorizing prompt entry of
15 judgment pursuant to the parties’ Stipulation therefor.

16 WHEREFORE, Earthbound prays that this Court, having jurisdiction over
17 the subject matter of and all persons party to this application, and constituting the
18 proper venue for this proceeding, issue an order: (i) confirming the Award; (ii)
19 entering judgment thereon in accordance with the parties’ Stipulation; (iii) granting
20 Earthbound all recoverable costs and reasonable attorneys’ fees incurred by it in
21 connection herewith; and (iv) awarding such other and further relief as the Court
22 may deem just and proper.

23 Earthbound seeks such relief based on this notice and application; the
24 following memorandum of points and authorities and accompanying declaration of
25 John M. Genga (together with all exhibits thereto) in support hereof; the parties’
26 fully executed Stipulation for Entry of Judgment filed, and the [Proposed]
27 Judgment thereon lodged, concurrently herewith; all files and records of this action;
28 and such other evidence and argument as may be presented to the Court at or before

1 the hearing on this application. This application is made following communications
2 with counsel pursuant to Local Rule 7.3, which took place from May 29 to June 28,
3 2012.

4
5 DATED: July 10, 2012



John M. Genga
of GENGA & ASSOCIATES, P.C.
Attorneys for Applicant
EARTHBOUND FILMS, LLC

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Earthbound has a legal right to judgment confirming the Award in its favor in all respects. Euro TV consented to binding Arbitration, to abide by the resulting Award, and to its enforcement by “any court having jurisdiction.” Ex. 1 at 9, § 11B. The Arbitrator found its agreement valid, and properly ruled in favor of Earthbound on its claim of Euro TV’s breach, and against Euro TV on its defenses and counterclaims. Ex. 2 at 45:16-18, 53:18-54:17.

The Court has no grounds to vacate, modify or correct the Award, and the time within which it could have done so has long since expired. 9 U.S.C. §§ 10-12. Indeed, Euro TV recognized the validity of the Award, having agreed to make payments on it in exchange for stipulating to judgment in the event it failed to do so. The Court has the parties’ Settlement so specifying (Ex. 3 at 56, §§ 2, 3); their fully executed Stipulation for Entry of Judgment and [Proposed] Judgment thereon (filed and lodged concurrently herewith, respectively); and proof of Euro TV’s default, including as acknowledged by its own counsel (Genga Dec. ¶ 4, Ex. 4).

For such reasons, more fully elucidated below, “the court must grant” the relief Earthbound seeks. 9 U.S.C. § 9. This includes the costs and reasonable attorneys’ fees it has incurred on this application. Ex. 1 at 9, § 11B.

II. PERTINENT FACTS

The facts giving rise to this application appear in the Award. In sum, the Distribution Agreement into which Earthbound and Euro TV entered provides for arbitration in the event of any dispute between the parties, including with regard to Euro TV’s “obligation to make ... payment” thereunder. Ex. 1 at 9, § 11B. Such a dispute did arise. Euro TV so conceded, stipulating that it: (i) “agreed to pay a minimum of \$1,300,000 for various specified rights in the Picture, payable 20% (\$260,000) upon signing of the Agreement and 80% (\$1,040,000) within thirty (30) days after receiving a Notice of Delivery” from Earthbound; (ii) only “paid

1 \$260,000” thereof; and (iii) did “not pa[y] the balance of \$1,040,000 or any part
 2 thereof” after Earthbound “issued the Notice of Delivery.” Ex. 2 at 45:19-26. With
 3 such a *prima facie* case of breach, Earthbound exercised its contractual right to
 4 arbitrate by a Notice of Arbitration dated June 29, 2011. *Id.* at 45:11.

5 The parties selected the Arbitrator, who held a hearing on the merits on
 6 October 7, 2011. *Id.* at 44:2-3. He heard testimony from Euro TV’s CEO and two
 7 Earthbound witnesses, and received eleven exhibits into evidence. *Id.* at 44:7-9,
 8 44:21-45:11. After post-Arbitration briefing, the Arbitrator submitted his final,
 9 written Award, served by IFTA on all parties on January 11, 2012. Ex. 2 at 40-41.
 10 He listed the foregoing and other stipulated facts, and made 27 additional factual
 11 findings. *Id.* at 46:4-50:28. He ruled the Distribution Agreement valid and found
 12 that Euro TV had breached it and established no valid defense to such breach or to
 13 the damages therefrom. *Id.* at 51:1-54:2. He awarded Earthbound damages,
 14 interest and costs and attorneys’ fees that he found reasonable per the Distribution
 15 Agreement (Ex. 1 at 9, § 11B), in a total amount of \$1,069,240.36. Ex. 2 at 54:6-8.
 16 He also held that “[a]ll distribution rights in French speaking territories remain the
 17 property of Earthbound.” *Id.* at 54:9-10; Ex. 1 at 25, § 15.2. Lastly, he ruled
 18 against Euro TV on its counterclaims. Ex. 2 at 54:14.

19 The Arbitrator had full power to, and properly did, reach this result. The
 20 circumscribed review provisions of the Federal Arbitration Act (“FAA”) prohibit
 21 the Court from disturbing his factual findings and legal conclusions, even if it
 22 believes them incorrect, and the time to invoke these provisions has expired in any
 23 event. 9 U.S.C. §§ 10-12. As such, the Court “must grant” this application. *Id.* §
 24 9. Euro TV recognizes this, having stipulated to the judgment Earthbound seeks.

25 **III. ARGUMENT**

26 The FAA, 9 U.S.C. §§ 1 *et seq.*, governs arbitration contracts “evidencing a
 27 transaction involving commerce,” including “with foreign nations.” *Id.* §§ 1, 2.
 28 The FAA thus controls the Distribution Agreement between the domestic entity

1 Earthbound and the French company Euro TV. Pertinent to this application in
2 particular, the FAA provides:

3 If the parties ... have agreed that a judgment of the court shall
4 be entered upon the award made pursuant to the arbitration, and
5 shall specify the court, then at any time within one year after the
6 award is made any party to the arbitration may apply to the court
7 so specified for an order confirming the award, and thereupon
8 *the court must grant such an order* unless the award is vacated,
9 modified, or corrected as prescribed in sections 10 and 11

10 *Id.* § 9 (emphasis added). The circumstances leading to Earthbound's application
11 fall directly within these statutory requirements, compelling the relief sought here.

12 **A. Earthbound Properly Seeks Confirmation in This Court.**

13 The parties agreed to and did fully participate in final, binding Arbitration,
14 and freely consented that "any court having jurisdiction may enforce" the Award.
15 Ex. 1 at 9, § 11B; *see also* Ex. 5 at 101, IFTA Int'l Arb. R. 12.5 ("Any party may
16 seek confirmation of ... the ... award with a court having jurisdiction"). More
17 particularly, they openly chose *this* forum for such enforcement:

18 Any of [the parties] may initiate ... arbitration pursuant to the
19 [IFTA] Rules and the arbitration will be held in Los Angeles,
20 California (the "Forum").... Each of the parties hereby submits
21 to the exclusive jurisdiction of the courts of the Forum in all
22 matters relating to such arbitration.

23 Ex. 1 at 9, § 11B. Such provision empowers *this* Court to confirm the Award. *G.C.*
24 *& K.B. Invs., Inc. v. Wilson*, 326 F.3d 1096, 1104 (9th Cir. 2003).

25 The Court has subject matter jurisdiction due to diversity of the parties, and
26 because the matter in controversy exceeds \$75,000. *Id.*; 28 U.S.C. § 1332.
27 Earthbound is a Delaware limited liability company with its principal place of
28 business in Los Angeles; EuroTV is a French company with its principal place of

1 business in Paris and thus a “citizen” of France for diversity purposes. *JP Morgan*
 2 *Chase Bank v. Traffic Stream (BVI) Infrastructure, Ltd.*, 536 U.S. 88, 91 (2002).

3 This Court, moreover, has personal jurisdiction over the parties. They have
 4 enforceably contracted for such jurisdiction. *National Equip. Rental, Ltd. v.*
 5 *Szukhent*, 375 U.S. 311, 316 (1964). Euro TV further subjected itself to personal
 6 jurisdiction by contracting with a California LLC, and by owing its performance
 7 (payment) to and arbitrating against that entity here. CCP §§ 410.10, 410.40; U.S.
 8 Const. Amend. XIV; *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945).

9 Finally, the FAA upholds the parties’ choice of this venue. 9 U.S.C. § 9 (“If
 10 the parties in their agreement have agreed that a judgment of the court shall be
 11 entered upon the award made pursuant to the arbitration, and shall specify the court,
 12 then at any time within one year after the award is made any party to the arbitration
 13 may apply *to the court so specified* for an order confirming the award”) (emphasis
 14 added); *Cortez Byrd Chips v. Bill Harbert Constr. Co.*, 529 U.S. 193, 197 (2000).
 15 See also 28 U.S.C. §§ 1391(a)(2), (3). With all parties properly before it, this Court
 16 has full power to consider and rule upon Earthbound’s application.²

17 **B. The Court “Must” Confirm the Award and Enter Judgment.**

18 As a party to the Arbitration, Earthbound “may apply to the court ... for an
 19 order confirming the award, and thereupon the court *must* grant such an order
 20 *unless* the award is vacated, modified, or corrected.” 9 U.S.C. § 9 (emphases
 21 added). The statute restricts judicial review of arbitration awards to specific
 22 enumerated grounds going to the integrity of the process rather than the merits, and
 23

24
 25 ² “Within thirty (30) days after receipt of the award, either party, with notice to the
 26 other party, may request the Arbitrator to correct in the award any errors in
 27 computation, any clerical or typographical errors, or errors of similar nature.” Ex. 5
 28 at 101, IFTA Int’l Arb. R. 12.4. Euro TV made no such request within that time.
 Genga Dec. ¶ 6. The Award “is not subject to appeal” within IFTA; Earthbound
 now “may seek confirmation of” it here. Ex. 5 at 101-102, Rules 12.5, 13.2.

1 unless it vacates, modifies or corrects an award, the Court must confirm it. *Bosack*
 2 *v. Soward*, 586 F.3d 1096, 1102 (9th Cir. 2009).

3 **1) No Grounds Exist to Do Anything but Confirm the Award.**

4 None of the narrow grounds to vacate the duly issued Award exists here.
 5 EuroTV cannot demonstrate partiality, corruption or misconduct by the Arbitrator,
 6 or corruption, fraud, or undue means in procuring the Award. 9 U.S.C. §§ 10(a)(1),
 7 (2). Nor can it show that it requested and was denied a needed postponement, or
 8 that the Arbitrator refused to hear material evidence. *Id.* § 10(a)(3). Finally, the
 9 Distribution Agreement confers broad powers on the Arbitrator (Ex. 1 at 9, § 11B),
 10 which EuroTV cannot show he exceeded. *Id.* § 10(a)(4).

11 Neither is any basis present to modify or correct the Award. It reflects no
 12 miscalculation or material mistake in descriptions of any person, thing or property.
 13 9 U.S.C. § 11(a). Nor is the Award improper in form or made upon a matter not
 14 submitted to the Arbitrator. *Id.* § 11(b), (c).

15 Parties to an arbitration agreement bargain for the arbitrator to rule; the Court
 16 may not disturb the Award even if it may have found differently, since doing so
 17 would interfere with the parties' right to contract for the decision of the Arbitrator.
 18 *United Steelworkers of America v. Enterprise Wheel & Car Corp.*, 363 U.S. 593,
 19 599 (1960). Indeed, "confirmation is required even in the face of erroneous
 20 misinterpretations of law." *Todd Shipyards Corp. v. Cunard Line*, 943 F.2d 1056,
 21 1060 (9th Cir. 1991) (citation and quotations omitted).

22 The Arbitrator here made detailed findings of fact on evidence that this Court
 23 may not independently review. He thoroughly analyzed and ultimately rejected
 24 Euro TV's defenses to Earthbound's claim. Whether he did either "correctly" – and
 25 we have no doubt that he did – provides no basis under the FAA to vacate, modify
 26 or correct the Award. As such, the Court "must" confirm it. 9 U.S.C. § 9.

1 **2) The FAA's Limitations Compel Confirmation of the Award.**

2 “Notice of a motion to vacate, modify, or correct an award *must* be served
3 upon the adverse party or his attorney *within three months* after the award is filed or
4 delivered.” 9 U.S.C. § 12 (emphases added).³ Euro TV served no such motion
5 within such time. Genga Dec. ¶ 6. Since the Court *must*, upon application, confirm
6 the Award *unless* it vacates, modifies or corrects it (which can no longer happen),
7 the Court has no discretion other than to confirm the Award. 9 U.S.C. § 9.

8 **3) Euro TV Has Stipulated to Judgment on the Award.**

9 To alleviate the Award's burden on Euro TV, the parties provided for a series
10 of payments which, if timely made, would be deemed full satisfaction. Ex. 3 at 55-
11 56, §§ 1, 2. Euro TV also executed a Stipulation for Entry of Judgment, agreeing to
12 judgment if it defaulted, including by failing to make the initial settlement payment
13 when due. Ex. 3 at 56, §§ 2, 3(b). Euro TV had to remit that payment by no later
14 than June 28, 2012 (*id.* at 55, § 1), which its own counsel conceded it did not do
15 (and which it still has not done). Genga Dec. ¶ 4, Ex. 4.

16 A stipulated judgment is final and enforceable. *Jeff D. v. Kempthorne*, 365
17 F.3d 844, 850 (9th Cir. 2004); *Stone v. City and County of San Francisco*, 968 F.2d
18 850, 854 (9th Cir. 1992). A condition to its entry having occurred, the Court should
19 now issue the [Proposed] Judgment based on the parties' Stipulation, in addition to
20 the grounds for judgment confirming the Award under the FAA.

21 **C. The Court Should Award Earthbound Its Costs and Attorneys'**
22 **Fees on This Application.**

23 The Distribution Agreement grants the prevailing party the right to recover
24 its expenses and reasonable attorneys' fees. Ex. 1 at 9, § 11B. The Arbitrator
25 awarded such fees and expenses to Earthbound, which here additionally seeks and
26 is entitled to recover those incurred on this application. Cal. Civ. Code § 1717;

27 ³ California law similarly proscribes such relief “later than 100 days after the date
28 of service of a signed copy of the award” CCP § 1288.


1 *A.G. Edwards & Sons, Inc. v. McCollough*, 967 F.2d 1401, 1404 (9th Cir. 1992)
2 (reversing judgment vacating award, with direction to confirm award and grant
3 attorneys' fees to prevailing party per contract). When confirming the Award, the
4 Court should grant Earthbound the costs and attorneys' fees it reasonably incurred
5 with this application, proof of which it shall provide. Genga Dec. ¶ 7.

6 **IV. CONCLUSION**

7 Earthbound applies to this Court for relief that it has no alternative but to
8 grant. The parties' Arbitration properly took place under the Distribution
9 Agreement to which EuroTV undeniably agreed, and EuroTV cannot, and has
10 exceeded the statutory deadline to, establish any of the precisely defined, egregious
11 irregularities that could support vacating, modifying or correcting the Award. 9
12 U.S.C. §§ 10-12. As such, the Court "must" confirm it, *id.* § 9, and enter judgment
13 for Earthbound affirming its ownership of the Picture and for damages of
14 \$1,069,240.36, interest thereon from December 28, 2011, and such costs and
15 attorneys' fees it deems recoverable in this proceeding.

16 DATED: July 10, 2012

Respectfully submitted,

17 
18 _____
19 John M. Genga
20 of GENGA & ASSOCIATES, P.C.
21 Attorneys for Applicant
22 EARTHBOUND FILMS, LLC
23
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27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Manuel Real and the assigned discovery Magistrate Judge is Margaret A. Nagle.

The case number on all documents filed with the Court should read as follows:

CV12- 5932 R (MANx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

Unless otherwise ordered, the United States District Judge assigned to this case will hear and determine all discovery related motions.

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

John M. Genga (#125522)
 GENGA & ASSOCIATES, P.C.
 15260 Ventura Blvd., Suite 1810
 Sherman Oaks, CA 91403
 Tel: (818) 444-4580; Fax: (818) 444-4585

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

EARTHBOUND FILMS, LLC, a Delaware limited
 liability company,

PLAINTIFF(S)

v.

EURO TV SARL, a French limited liability company,

DEFENDANT(S).

CASE NUMBER

CV12-5932 R (MAN)

SUMMONS

TO: DEFENDANT(S): EURO TV SARL

A lawsuit has been filed against you.

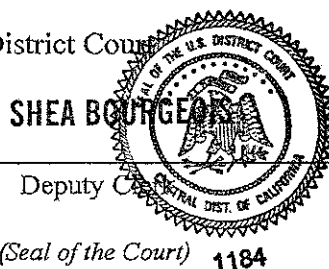
Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☐ complaint ☒ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, John M. Genga, whose address is Genga & Associates, P.C., 15260 Ventura Blvd., Suite 1810 Sherman Oaks, CA 91403. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JUL 10 2012

Dated: _____

Clerk, U.S. District Court

By: _____



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETI (a) PLAINTIFFS (Check box if you are representing yourself ☐)
EARTHBOUND FILMS, LLC,DEFENDANTS
EURO TV SARL

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

John M. Genga (#125522) - GENGA & ASSOCIATES, P.C.
15260 Ventura Blvd., Suite 1810, Sherman Oaks, CA 91403
Tel: (818) 444-4580; Fax: (818) 444-4585

Attorneys (If Known)

Scott L. Baker
Baker & Associates
1875 Century Park East, Suite 1490
Los Angeles, CA 90067 - Tel: (310) 553-2253

II. BASIS OF JURISDICTION (Place an X in one box only.)

☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input checked="" type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge
V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☒ No (Check 'Yes' only if demanded in complaint.)CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No

MONEY DEMANDED IN COMPLAINT: \$1,069,240.36

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
28 USC Section 1332(a)(2) - Application to Confirm Arbitration in an action involving a plaintiff with a place of business in California and a defendant in France

VII. NATURE OF SUIT (Place an X in one box only.)

<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV12-5932

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETVIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District*	California County outside of this District; State, if other than California; or Foreign Country
	France

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ Date July 10, 2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))